CBD NON-DISCLOSURE AGREEMENT

The parties as specified below agree on the following terms:

● Confidential Information. The confidential, proprietary and trade secret Information being disclosed by the disclosing party (hereinafter "Confidential Information"), is that information described as: *(Be specific. Include subject or product, any document title, drawing/document number, date, rev., etc.) (Use additional sheets if necessary.)*

(a) Intel Confidential Information (owned by Intel Corporation or any of Its subsidiaries):_____
_____

(b) Participant's Confidential Information: MoveIt! Software, Inc. Confidential Business Plan
Dated January 22, 1998 and MoveIt! Software, Inc.
Updated Financial Projections E-mailed to Roy Martinez 3/4/98

(c) All information not specifically described above that is marked with a "confidential", "proprietary", or similar legend and Is disclosed during the term specified In Section 2 below also shall be deemed Confidential Information.

All Confidential Information received from the disclosing party shall be in tangible form. Verbal disclosures must be reduced to writing, marked "confidential" and delivered to the receiving party within thirty (30) days to be considered Confidential Information.

2. Disclosure will start on: MARCH 25, 1998. Disclosure may continue for up to 180 days thereafter.

3. The parties' representatives for disclosing or receiving Confidential Information are:

Intel: _____

Participant: STEPHEN M. TEGLOVIC - CEO, JOHN M. DIETZ - COO, WILLIAM W. SMITH - CTO,
JOHN E. JAMERSON - CFO

● 4. Obligations of Receiving Party: The receiving party shall not disclose Confidential Information to any third party, except to subsidiary, sister or parent companies who have a need to know and who agree to abide by the terms herein, without the prior written approval of the disclosing party.

The receiving party shall maintain the Confidential information with at least the same degree of care that it uses to protect Its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

The receiving party shall not make any copies of Confidential Information received from the disclosing party except as necessary for its employees with a need to know. Any copies which are made shall be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.

5. Period of Non-Assertion. Unless a shorter period is indicated in the blank below, the disclosing party will not assert any claims against the receiving party for disclosures of Confidential Information made more than five (5) years from the date of receipt of such Confidential Information by the receiving party. However, unless at least one of the exceptions set forth in Section 6, below, has occurred, the receiving party shall continue to treat such Confidential Information as confidential information of the disclosing party and only disclose any such Confidential Information to third parties under the terms of a non-disclosure agreement.

The period after which the disclosing party agrees not to assert claims against the receiving party with respect to the Confidential Information disclosed under this Agreement shall be 24 months. (Not less than twenty-four (24) nor more than sixty (60) months.)

6. Termination of Obligation of Confidentiality. There shall be no liability for disclosure of any Confidential Information which is: (a) In the public domain other than by a breach of this Agreement on the part of the receiving party; or (b) rightfully received from a third party without any obligation of confidentiality; or (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure.

7. Residuals. Notwithstanding anything herein to the contrary, either party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not *represent a license* under any patents, copyrights or other intellectual property rights of the disclosing party. The term "Residuals" means any information retained in the unaided memories of the receiving party's employees who have had access to the disclosing party's Confidential Information pursuant to the terms of this Agreement. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

8. Title. Title or the right to possess Confidential Information as between the parties shall remain in the disclosing party.

9. Duty to Return. Either party may, at any time, request in writing return of Confidential Information previously disclosed. In the event the disclosing party so requests, the receiving party shall promptly return or destroy (and certify destruction of) all Confidential Information which it received from the disclosing party along with all copies which it made.

10. General.

(a) This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information, nor as creating an implied or express license grant from either party to the other.

(b) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

(c) This Agreement shall be governed by the laws of the State of Delaware.

(d) This Agreement may not be amended except in a writing signed by a duly authorized representative of the respective parties.

(e) Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.

(f) The parties acknowledge that there may be no adequate remedy at law for breach of this Agreement and such breach may cause irreparable harm to the disclosing party. Therefore, the parties agree that the disclosing party may be entitled to equitable relief in addition to any remedy at law.

(g) Nothing in this Agreement requires either party to disclose any information to the other or to proceed with any proposed agreement.

SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY

INTEL CORPORATION
2200 Mission College Blvd.
Santa Clara, CA 95052-8119

PARTICIPANT: _MOVE IT! SOFTWARE, INC._
(Company Name, if applicable)

2515 140TH AVE. N.E. – SUITE E-110
(Address)
BELLEVUE, WA 98005

Signature of Authorized Representative

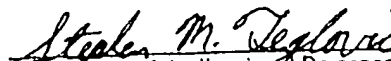Signature of Authorized Representative

Printed Name: Harry Laswell

Printed Name: STEPHEN M. TEGLOVIC

Title: MANAGER, CBD   Date: 4/8/98

Title: PRESIDENT AND CEO

Location/Mail Stop: FM 5.27   Phone: 356.2784

Location   Phone: 425-372-1512

SEND TO: POST CONTRACT MGMT, FM1-03, 1900 PRAIRIE CITY ROAD, FOLSOM, CA 95630   3/97